

NOTICE OF SALE BY SUBSTITUTE TRUSTEE

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF GALVESTON

Jeanne Laverne Hammer (collectively, "Borrower"), became indebted to NELSON WIGGINS AND LINDA WIGGINS ("Lender"), having an address of 1315 Trace Drive; Houston, Texas 77077, pursuant to a \$159,000.00 U.S. Small Business Administration Note dated January 3, 2012 (the "Note") assumed through a Owner Financing Assumption Agreement dated August 29, 2016 delivered by Borrower, payable to the order of Lender, as payee, bearing interest and being due and payable as therein provided (including any deficiency judgments related thereto). Holder of the note maintains the assumption was not approved as required by the promissory note and deed of trust and is therefore invalid. Lender maintains the Owner Financing Agreement with Assumption Agreement did not pass title to Borrower.

The indebtedness evidenced by the Note (the "Indebtedness") is secured, in part, by the liens evidenced by that certain Correction Deed of Trust and Security Agreement dated as of January 3, 2012 and effective as of February 3, 2012 recorded under Instrument Number 2012003101 in the Official Public Records of Galveston County, Texas (the "Deed of Trust").

The Deed of Trust covers the property described in Schedule I hereto, including any improvements (the "Property").

Borrower has failed to pay the Indebtedness in accordance with the terms thereof. Lender has given all required notices to Borrower and any and all other necessary parties with regard to the defaulted Indebtedness.

Pursuant to the authority granted in the Deed of Trust, Lender has appointed the undersigned as "Substitute Trustee" under the Deed of Trust pursuant to duly authorized and executed appointment document.

Lender has requested the undersigned to enforce the liens of the Deed of Trust by sale of the Property in the manner set forth under the terms of the Deed of Trust and pursuant to the laws of the State of Texas.

The undersigned, Substitute Trustee, acting upon the request of the Lender, by these presents is hereby posting, filing and giving notice of the foreclosure of the Deed of Trust and the lien thereof in accordance with applicable Texas law and the terms and provisions of the Deed of Trust.

NOW, THEREFORE, the undersigned, Substitute Trustee as aforesaid, does hereby give notice that after due publication of this notice as required by law and the Deed of Trust, I will sell the Property at public venue to the highest bidder or bidders, for cash, which sale will begin no earlier than 10:00 a.m. and no later than 1:00 p.m., on the first Tuesday in April 2020, the same being May 5, 2020, at the Foyer of the Galveston County Courthouse, located at 722 21<sup>st</sup> Street, Galveston County, Texas, in the area where foreclosure sales are to take place as designated by the commissioners court of such county; further, provided, however, if such a designation by such commissioners court shall have been made and recorded as aforesaid after the date hereof and prior to the time of the sale, then I will sell the Property as aforesaid at such area so designated by the commissioners court of such county.

EXECUTED effective as of this 8 day of April, 2020.



S. Robert Fling, Attorney for Nelson Wiggins and Linda Wiggins

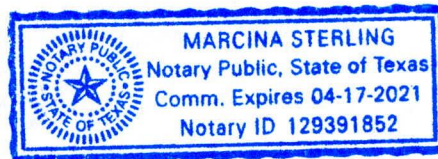
STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared S. Robert Fling, Substitute Trustee, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8, day of April, 2020.



Notary Public, State of Texas  
My Commission Expires:



## Schedule 1

### The Property

All interest of Borrower in and to:

the land described as the real property described in Exhibit A attached hereto and made a part hereof (the "Land");

all additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Deed of Trust;

the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");

all easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and Improvements thereon and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity of Borrower of, in and to the Land and Improvements thereon and every part and parcel thereof, with the appurtenances thereto;

all "equipment," as such term is defined in Article 9 of the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), now owned or hereafter acquired by a Borrower, which is used at or in connection with the Property or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data processing and other office equipment now owned or hereafter acquired by Borrower and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment");

all Equipment now owned, or the ownership of which is hereafter acquired, by Borrower which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including,



without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Borrower's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures");

all furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code) (including, but not limited to, beds, bureaus, chiffonniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, mini-bars, liquor and other drink dispensers, icemakers, kitchen equipment, radios, television sets, potted plants, cutlery and dishes, and other customary personal property associated with the ownership and operation of a hotel), which are now or hereafter owned by Borrower and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located, superior in lien to the lien of this Security Instrument and all proceeds and products of the above;

all leases, subleases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into (including, without limitation, any and all security interests, contractual liens and security deposits) whether before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 et seq. as the same may be amended from time to time (the "Bankruptcy Code") (individually, a "Lease", collectively, the "Leases") and all income, rents (including, without limitation, room rents, revenues, accounts and receivables derived from the use or occupancy of all or any portion of the Improvements, and all cash or securities deposited to secure the performance by the lessees of their obligations under the Leases and all "Rents" as defined by Section 64.001 of the Texas Property Code), issues, profits and revenues (including all oil and gas or other mineral royalties and bonuses) from the Land and

the improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code, including, without limitation, all revenues, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Borrower or any third party on behalf of Borrower (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases;

all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

all proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

all refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

all proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

the right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of buyer in the Property;

all agreements, contracts, certificates, instruments, franchises, franchise agreements, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof, and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;

all proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise; and

any and all other rights of Borrower in and to the items set forth above.



## EXHIBIT A

### Legal Description of the Land:

Being Lots Twenty One (21), Twenty Two (22) and tract marked Reserve in Lakewood, a subdivision of the Joe H. Kahla and John W. Kahla 15.249 acre tract in the Jones Shaw Survey, A-179 to Galveston County, Texas, according to the Plat thereof recorded in Film Code 8418890, Plat Records, Galveston County, Texas

**FILED**

Instrument Number: *FILED2020000494*

Filing Fee: 23.00

Number Of Pages:7

Filing Date: 04/15/2020 11:13AM

I hereby certify that this instrument was FILED on the date and time stamped hereon  
and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in black ink, reading "Dwight D. Sullivan". The signature is written in a cursive style with a horizontal line underneath.

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*